

St. Clairsville, Ohio

August 31, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Coffland, seconded by Mrs. Favede, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Ohio AFSCME Care Plan	Dental/Drug Coverage/General Fund	552.00
A-Professional Land Surveyors	Registration Fee-GIS Projects/General Fund	250.00
A & K-Staples Credit Plan	Supplies/General Fund and Engineer MVGT	1,500.63
AWhiteside Chevrolet, Inc.	K-9 Unit-Sheriff/General Fund	2,500.00
E-Polk City Directories	Renew contract for Directory/911 Wireless Fund	2,165.00
G-Belmont Co. Tourism Council, Inc.	August operating expenses/Lodging Excise Tax Fund	20,000.00
N-Equiparts Corp.	Water softener/Sargus Remodeling Fund	2,037.00
P-Alice Picetti	Refund/WWS#3 Revenue Fund	18.28
P-Avaya, Inc.	Services/BCSSD Funds	14.45
P-Cintas Corp.	Supplies/BCSSD Funds	59.86
P-Columbia Gas of Ohio	Service-Oakview Bldg./Oakview Admn. Bldg. Fund	267.35
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Detention Home Fund	1,470.00
S-Lilienthal Southeastern, Inc.	Marriage Forms/Probate Court Computer Fund	507.15
S-OAMCCC	Fall Conference/Northern Ct. General Special Projects Fund	200.00
S-Sam's Club/GEMB	Food/Oakview Juvenile Residential Center	543.39
S-TMMS	Ribbons for stamp machine/Northern Ct. Gen. Special Projects Fund	481.31
S-Treasurer State of Ohio	Boiler Inspection-South School/In Home Care Levy-Comm on Aging	53.25

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for August 31, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$105,063.89; \$4,939.66
A-GENERAL/EMA	\$1,075.92
A-GENERAL/JUVENILE COURT	\$107.52
A-GENERAL/SHERIFF	\$2,794.46
A-GENERAL/911	\$2,694.97
B-Dog Kennel	\$459.00
C-Indigent Guardianship Fund	\$700.00
H-Job & Family, CSEA	\$2,032.34
H-Job & Family, Public Assistance	\$82.04; \$24,964.11
H-Job & Family, WIA	\$3,500.00; \$2,274.71
J-Real Estate Assessment Fund	\$1,375.00
K-Engineer MVGT	\$13,011.93; \$274.23
M-Juvenile Ct. – Placement Services	\$46,109.00
M-Juvenile Ct. – Placement II	\$747.74
M-Juvenile Ct. – Title IV-E Reimb.	\$1,320.94
P-Sanitary Sewer District	\$1,579.43; \$840.00; \$285.26; \$44,239.20
S-District Detention Home	\$3,832.54
S-Juvenile Ct. Computer Fund	\$261.97
S-Juvenile Ct. Gen. Special Projects	\$125.00
S-Oakview Juvenile Residential Center	\$1,447.67
S-Sheriff Commissary	\$1,256.30
T-Sanitary Sewer District	\$277.60
W-Law Library Fund	\$307.98

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER BETWEEN THE
911 2010 PORTABLE RADIO REPLACEMENT GRANT FUND
AND THE 911 FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the 2010 Portable Radio Replacement Grant Fund and the 911 Fund.

FROM	TO	AMOUNT
E-2302-E012-E05.012 Equipment	E-2200-E010-E05.012 Equipment	\$ 30,312.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM		TO		Amount
E-3701-P003-P32.074	TRANSFER OUT	E-3701-P003-P19.012	EQUIPMENT	\$2,700.00
E-3702-P005-P31.000	OE OPER	E-3702-P005-P19.012	EQUIPMENT	\$1,300.00
E-3702-P005-P17.002	SALARIES	E-3702-P005-P23.011	SERVICES	\$50,000.00
E-3702-P005-P17.002	SALARIES	E-3702-P005-P34.074	TRANSFER OUT	\$88,000.00
E-3705-P053-P15.000	OE OPER	E-3705-P053-P03.012	EQUIPMENT	\$500.00
			TOTAL	\$142,500.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE BELMONT CO. SENIOR PROGRAMS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Belmont Co. Senior Programs Fund.

FROM		TO	AMOUNT
E-5005-S070-S05.011	Contract Services	E-5005-S070-S01.002	Salary 150,000.00
E-5005-S070-S05.011	Contract Services	E-5005-S070-S02.003	PERS 21,000.00
E-5005-S070-S05.011	Contract Services	E-5005-S070-S04.005	Medicare 3,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/RECORDER**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

E-0121-A006-B02.002	Salaries	\$ 3,000.00
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

General		
E-0131-A006-A07.000	Training	0.00
E-0131-A006-A09.000	Medical	612.80
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	0.00
E-0131-A006-A21.000	Sheriff's Towing	0.00
E-0131-A006-A23.000	Background	971.00
E-0131-A006-A24.000	E-SORN	340.00
E-0131-A006-A28.000	Shop W/Cop	0.00
E-0131-A006-A30.000	Lifesaver	0.00
Enforcement Education		
E-1652-B016-B02.000	Education Expenses	110.00
Commissary Fund		
E-5100-S000-S01.010	Supplies	4,362.59
Concealed Handgun License		
E-5101-S001-S06.000	License Issuance	2,112.00
E-5101-S001-S07.012	Equipment	1,114.00
Sheriff Reserve Account		
E-9710-U010-U06.000	Other Expenses	441.47

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

E-0131-A006-A04.002	Salaries - Road	\$ 180.00 (Recorders/Researchers)
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE 911 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

E-2301-E011-E01.011 Contract Services \$ 13,454.49

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE 911 2010 PORTABLE RADIO REPLACEMENT GRANT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

E-2302-E012-E05.012 Equipment \$ 30,312.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE M79 TRUANT OFFICER FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

<i>Fund</i>	<i>Amount</i>
Salary	
E-0400-M079-M01.002	\$10,000.00
Fringes	
E-0400-M079-M02.008	\$ 3,637.92
Other Expenses	
E-0400-M079-M04.000	<u>\$ 1,000.00</u>
Total Appropriations	\$14,637.20

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BEL-HARRISON JUVENILE DISTRICT
DETENTION HOME-SARGUS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

E-0910-S033-S33.002 Salaries \$ 45,553.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2011.

E-1511-W080-P01.002	Salaries	\$ 1,800.00
E-1511-W080-P05.003	PERS	500.00
E-1511-W080-P07.006	Hospitalization	<u>1,200.00</u>
TOTAL		\$ 3,500.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 31, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:

COMMISSIONERS – Amanda Murray to travel to Steubenville, OH, on September 16, 2011, to attend Public Records Training. There is no fee to attend and a county car will be used.

DJFS – David Badia, Don Giffin and Dave McFarlan to travel to New Concord, OH, on Sept. 1, 2011, to attend Muskingu Co. CSEA Training. Kara Purtiman and Cindy Berry to travel to Cuyahoga Co. on Sept. 15, 2011, to attend Cuyahoga Co. CSEA Training. Estimated expenses: \$435.00

Michael Schlantz to travel to Columbus, OH, on Sept. 21, 2011, to attend ODJFS Air Center WIB Directors Meeting. Estimated expenses: \$12.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING MINUTES OF
REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 20, 2011.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADOPTING RESOLUTION
JOINING THE NATIONAL MOMENT OF REMEMBRANCE
OF THE 10TH ANNIVERSARY OF SEPTEMBER 11TH.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adopt the resolution joining the national **Moment of Remembrance** of the 10th Anniversary of September 11th.

Note: The Belmont County Board of Commissioners encourages all firehouses, police, churches and other institutions in Belmont County to sound sirens and ring bells for one full minute at 1:00 p.m. EDT on September 11, 2011 in observance of the moment of remembrance.

RESOLUTION

BELMONT COUNTY BOARD OF COMMISSIONERS

JOINING THE NATIONAL MOMENT OF REMEMBRANCE OF THE 10TH ANNIVERSARY OF SEPTEMBER 11TH

WHEREAS, the Belmont County Board of Commissioners expresses their support of the United State's Senate regarding coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 1:00 p.m. Eastern Daylight Time on September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York; and

WHEREAS, 17 minutes later, at 9:03 a.m., hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center; and

WHEREAS, at 9:37 a.m., the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001; and

WHEREAS, tens of thousands of individuals narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed; and

WHEREAS, countless fire departments, police departments, first responders, governmental officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history; and

WHEREAS, the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and

WHEREAS, the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, the impact of that day on public health continues through 2011, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored; and

WHEREAS, 10 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day; and

WHEREAS, 10 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States; and

WHEREAS, on the 10th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life; and

WHEREAS, in 2009, Congress and the President joined together to designate September 11 as a National Day of Service and Remembrance under the Serve America Act (Public Law 111-13; 123 Stat. 1460); and

WHEREAS, in September 2009 and 2010, President Obama issued Proclamation 8413 (74 Fed. Reg. 47045) and Proclamation 8559 (75 Fed. Reg. 56463) proclaiming September 11, 2009, and September 11, 2010, respectively, as Patriot Day and National Day of Service and Remembrance; and

WHEREAS, September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States;

NOW, THEREFORE BE IT RESOLVED that the Belmont County Board of Commissioners:

- (1) recognizes September 11, 2011, as a day of solemn commemoration of the events of September 11, 2001, and a day to come together as a Nation; and
- (2) offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks; and

- (3) honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives; and
- (4) recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and well-being, to support the cause of freedom and defend the security of the United States; and
- (5) reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States; and

BE IT FURTHER RESOLVED that on the 10th anniversary of this tragic day in United States history the Belmont County Board of Commissioners calls upon all of the people and institutions of the United States to observe a moment of remembrance on September 11, 2011, including (i) media outlets; (ii) houses of worship; (iii) military organizations; (iv) veterans organizations; (v) airlines; (vi) airports; (vii) railroads; (viii) sports teams; (ix) the Federal Government; (x) State and local governments; (xi) police, fire, and other public institutions; (xii) educational institutions; (xiii) businesses; and (xiv) other public and private institutions; and

BE IT FURTHER RESOLVED that the Belmont County Board of Commissioners encourages the observance of the moment of remembrance to last for 1 minute beginning at 1:00 p.m. Eastern Daylight Time by, to the maximum extent practicable, ceasing all work or other activity; and marking the moment in an appropriate manner, including by ringing bells, blowing whistles, or sounding sirens.

Adopted this 31st day of August, 2011

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Matt Coffland, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Vice-President

Ginny Favede /s/

Ginny Favede

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING THE PURCHASE OF ONE EAGER BEAVER 25 GLB-L 2011 GOOSENECK TRAILER/BCSSD

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the request of Mark Esposito, Director, Belmont County Sanitary Sewer District, for the purchase of one Eager Beaver 25 GLB-L 2011 Gooseneck Trailer from Southeastern Equipment Company, Inc. in the amount of \$16,620.30 including State Term Schedule discount of 10% and trade-in of a 1995 25 GLB Trailer; this will be paid from WWS#2, WWS #3, SSD #2 and SSD #1 funds.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH ROCAL, INC./ENGINEER PROJECT 11-4 BEL-2011 SIGN UPGRADE

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into contract with ROCAL, Inc. on behalf of the Belmont County Engineer, in the amount of \$57,801.29, for Project 11-4 BEL-2011 SIGN UPGRADE, PID 90472, based upon the recommendation of Fred Bennett, County Engineer.

Note: This project is 80% federal funds and 20% MVGT funds.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 11-4 BEL-2011 SIGN UPGRADE
PID 90472
BELMONT COUNTY, OHIO**

Auditor's Office, Belmont County, Ohio

This Contract made and entered into this 31st day of August, 2011 between **ROCAL, INC.**, 3186 CR 550, Frankfort, Ohio 45628 and Matt Coffland, Ginny Favede, and Charles R. Probst, Jr., Commissioners of Belmont County, WITNESSETH that said **ROCAL, INC.** hereby agrees to furnish all service, labor, material and equipment necessary to supply and deliver signs to Belmont County, Ohio. All material shall be delivered in accordance with the schedule included in the bid specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the 2008 edition of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project.

QUAN.	ITEM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
435	630 TYPE H-J	STOP SIGN, R1-1, 30" X 30"	\$33.06	\$14,381.10
10	630 TYPE H-J	SPEED LIMIT 35 MPH, R2-1, 24" X 30"	\$26.45	\$264.50
2	630 TYPE H-J	SPEED LIMIT 45 MPH, R2-1, 24" X 30"	\$26.45	\$52.90
2	630 TYPE H-J	REDUCED SPEED AHEAD 45 MPH, R2-5A, 24" X 30"	\$26.45	\$52.90
6	630 TYPE H-J	REDUCED SPEED AHEAD 35 MPH, R2-5A, 24" X 30"	\$26.45	\$158.70
28	630 TYPE H-J	STOP AHEAD SYMBOL, W3-1A, 30" X 30"	\$46.25	\$1,295.00
98	630 TYPE G	BRIDGE WEIGHT LIMIT (BLANK) TONS, R12-1, 24" X 36"	\$26.16	\$2,563.68

QUAN.	ITEM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
66	630 TYPE G	BRIDGE WEIGHT LIMIT (BLANK) TONS (BLANK) MILE AHEAD, R12-1A, 24" X 42"	\$30.52	\$2,014.32
4	630 TYPE G	END SCHOOL ZONE, S5-2, 24" X 30"	\$21.80	\$87.20
4	630 TYPE G	SCHOOL ZONE GREEN, S1-1, 30" X 30"	\$27.25	\$109.00
6	630 TYPE G	LEFT TURN ONLY ARROW, R3-5L, 30" X 36"	\$32.70	\$196.20
3	630 TYPE G	RIGHT TURN ONLY ARROW, R3-5R, 30" X 36"	\$32.70	\$98.10
10	630 TYPE G	STRAIGHT AHEAD ONLY ARROW, R3-5A, 30" X 36"	\$32.70	\$327.00
4	630 TYPE G	STRAIGHT AHEAD AND RIGHT, R3-6R, 30" X 36"	\$32.70	\$130.80
2	630 TYPE G	RIGHT LANE MUST TURN RIGHT, R3-7R, 30" X 30"	\$27.25	\$54.50
2	630 TYPE G	CENTER LANE LEFT TURN SYMBOL, R3-9A, 30" X 36"	\$32.70	\$65.40
12	630 TYPE G	RIGHT CURVE ARROW, W1-1R, 30" X 30"	\$27.25	\$327.00
13	630 TYPE G	LEFT CURVE ARROW, W1-1L, 30" X 30"	\$27.25	\$354.25
20	630 TYPE G	ARROW, W1-6, 48" X 24"	\$34.88	\$697.60
356	630 TYPE G	COUNTY ROUTE MARKER, M1-15, 18" X 18"	\$9.81	\$3,492.36
65	630 TYPE G	HIDDEN ENTRANCE, W42-8, 30" X 30"	\$27.25	\$1,771.25
4	630 TYPE G	DEAF CHILD, N-12, 30" X 30"	\$27.25	\$109.00
20	630 TYPE G	90 DEG SIDE ROAD SYMBOL, W2-2, 30" X 30"	\$27.25	\$545.00
40	630 TYPE G	ONE LANE BRIDGE, W5-3, 30" X 30"	\$27.25	\$1,090.00
2	630 TYPE G	HILL SYMBOL, W7-1, 30" X 30"	\$27.25	\$54.50
2	630 TYPE G	HILL PLACARD, W7-1P, 24" X 18"	\$13.08	\$26.16
8	630 TYPE G	DEER, W11-3, 30" X 30"	\$27.25	\$218.00
15	630 TYPE G	INTERSECTING ROAD, W2-2, 30" X 30"	\$27.25	\$408.75
12	630 TYPE G	ADVANCE CATTLE CROSSING SYMBOL, W11-4, 30" X 30"	\$27.25	\$327.00
8	630 TYPE G	ADVANCE FARMER CROSSING SYMBOL, W11-5, 30" X 30"	\$27.25	\$218.00
80	630 TYPE G	SCHOOL BUS STOP AHEAD, S3-1, 30" X 30"	\$27.25	\$2,180.00
32	630 TYPE G	SCHOOL BUS TURN AHEAD, S3-4, 30" X 30"	\$27.25	\$872.00
5	630 TYPE G	SCHOOL ZONE ADVANCE ASSEMBLY, S5-1, 24" X 48"	\$34.88	\$174.40
4	630 TYPE G	ADVANCE HORSE AND BUGGY, 30" X 30"	\$27.25	\$109.00
10	630 TYPE G	RIGHT WINDING ROAD, W1-5R, 30" X 30"	\$27.25	\$272.50
10	630 TYPE G	LEFT WINDING ROAD, W1-5L, 30" X 30"	\$27.25	\$272.50
2	630 TYPE G	RAIL ROAD ADVANCE WARNING SYMBOL, W10-1, 30"	\$27.25	\$54.50
3	630 TYPE G	FIRE STATION SYMBOL, W11-8, 30" X 30"	\$27.25	\$81.75
400	630 TYPE G	BRIDGE END MARKER LEFT, H1-L, 12" X 36"	\$13.08	\$5,232.00
400	630 TYPE G	BRIDGE END MARKER RIGHT, H1-R, 12" X 36"	\$13.08	\$5,232.00
3	630 TYPE G	12' HEIGHT WARNING, W12-2, 30" X 30"	\$27.25	\$81.75
2	630 TYPE G	LOW CLEARANCE, W12-2P, 24" X 18"	\$13.08	\$26.16

QUAN.	ITEM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	G			
4	630 TYPE G	TRUCKS ENTERING HIGHWAY, W42-7, 30" X 30"	\$27.25	\$109.00
2	630 TYPE G	HORSE AND RIDER SYMBOL, W11-7, 30" X 30"	\$27.25	\$54.50
2	630 TYPE G	CHURCH ENTRANCE, W39-3, 30" X 30"	\$27.25	\$54.50
50	630 TYPE G	ADVANCE 90 DEG RIGHT ARROW – GREEN BLANK, WHITE ARROW, 12" X 12"	\$4.36	\$218.00
50	630 TYPE G	ADVANCE 90 DEG LEFT ARROW – GREEN BLANK, WHITE ARROW 12" X 12"	\$4.36	\$218.00
50	630 TYPE G	SINGLE ARROW – GREEN BLANK, WHITE ARROW, 12" X 12"	\$4.36	\$218.00
12	630 TYPE G	COUNTY LINE SIGN – WHITE, 48" X 24"	\$34.88	\$418.56
500	630	6' 2# GREEN POST	\$7.06	\$3,530.00
500	630	8' 2# GREEN POST	\$9.41	\$4,705.00
100	630	6' 2# GALV. POST	\$9.41	\$941.00
100	630	8' 2# GALV. POST	\$12.56	\$1,256.00
		TOTAL		\$57,801.29

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said ROCAL, INC. shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Charles R. Probst, Jr., /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

ROCAL, INC.

BY: Alan Christopher /s/

IN THE MATTER OF AUTHORIZING THE SIGNING OF THE CERTIFICATION OF COUNTY COMMISSIONERS FOR ENGINEER'S AGREEMENT NO. 2011-1 WITH JONES-STUCKEY LTD., INC.

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize the signing and submittal of the **Certification of County Commissioners** for the Belmont County Engineer's Agreement No. 2011-1 with Jones-Stuckey Ltd, Inc. for the load rating of various county bridges; this project is funded through a federal grant and the County Engineer has been designated by ODOT as the Local Public Agency to let the contract.

Belmont County
AGREEMENT NO. 2011-1

This Agreement No. 2010-1 entered into at St. Clairsville, Ohio, this 31st day of August, 2011, by and between Belmont County, acting by and through the Belmont County Engineer, hereinafter referred to as the County, and Jones-Stuckey Ltd., Inc., organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant, with an office located at 1655 W. Market Street, Suite 355, Akron, Ohio 44313.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all engineering and adjunct services as may be authorized by the County in subsequent written authorization or authorizations to proceed for load rating of the bridge or bridges specified in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in Belmont County, Ohio, identified as VAR-Countywide Load Ratings.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the County authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

Part 1: Load Ratings.

Lump sum compensations for each bridge as established on Attachment A. However, the maximum prime compensation shall not exceed Eleven Thousand Three Hundred Ninety Three Dollars (\$11,393.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Eleven Thousand Three Hundred Ninety Three Dollars (\$11,393.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services" dated January 1998.

CLAUSE IV - ADDITIONAL COMPENSATION

The County also agrees to compensate the Consultant, in addition to the Prime Compensation established in CLAUSE III herein above, for provision of additional services if authorized by proper modification of this Agreement.

CLAUSE V - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services" dated January 1998.
- (b) The attached Scope of Services and CEAO Bridge load Rating Task Performance Request Check Sheet.
- (c) The Invoice & Project Schedule.
- (d) The attached "Certification of County" and "Certification of Consultant" regarding procurement and carrying out of this Agreement.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>).

CLAUSE VI - EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY
BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

- (a) During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services" dated January 1998 and further agrees:
 - (1) That in the hiring of employees for the performance of work under this Agreement or for any subcontract related thereto, the Consultant or Subconsultant shall not, by reason of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform work to which this Agreement relates; and
 - (2) That the Consultant, Subconsultant, or any person acting on behalf of the Consultant or Subconsultant shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin, or ancestry; and
 - (3) In carrying out this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age or Vietnam era veteran status. The Consultant will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, or ancestry, disability, age or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 - (4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam era veteran status. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subconsultants for any part of such work to incorporate such requirements in all subcontracts for such work.
- (b) It is the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in Title 49 Code of Federal Regulations Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or State funds under this Agreement. Consequently, the requirements of Title 49 Code of Federal Regulations apply to this Agreement.
 - (1) The Consultant agrees to ensure that eligible businesses as defined in Title 49 Code of Federal Regulations Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal and/or State funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with Title 49 Code of Federal Regulations to ensure that eligible businesses have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, or Vietnam era veteran status or ancestry in the performance of this Agreement.
- (c) In the event of the Consultant's non-compliance with the provisions of this Clause, the State shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
 - (2) Termination or suspension of this Agreement, in whole or in part.

CLAUSE VII - DRUG-FREE WORK PLACE

The Consultant agrees to comply with all applicable State and Federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all the Consultant's employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

CLAUSE VIII - OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees to adhere to the requirements of Ohio Ethics Law as provided by Section 102.04 of the Ohio Revised Code. Division (A) of this Section prohibits a State official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding, application, or other matter before any State agency. O.R.C. 102.04(B) prohibits State officials and employees from selling goods or services to State agencies, except by competitive bidding.

It is understood by the parties that non-elected State officials and employees may qualify for an exemption under O.R.C. Section 102.04(D), if:

- (a) The agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and
- (b) Prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the Consultant disqualifies himself for a period of two (2) years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.
- (c) It is expressly understood and agreed to by the parties that a failure by the Consultant to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the State, a breach of a material condition of this Agreement and the State may, if it so elects, void this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the County Engineer.

It is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

Jones-Stuckey Ltd., Inc.
By: Robert Hochevar /s/
Title: Vice President
BELMONT COUNTY
Fred F. Bennett /s/
Fred F. Bennett P.E., P.S., County Engineer

APPROVED AS TO FORM:

By: Chris Berhalter /s/
Title: Belmont County Prosecuting Attorney
Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING AND SIGNING THE SETTLEMENT AGREEMENT AND RELEASE WITH ROCKIES EXPRESS PIPELINE, LLC/ENGINEER

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the Settlement Agreement and Release with Rockies Express Pipeline, LLC, in the amount of twenty-five thousand, two hundred seven dollars and eighty cents (\$25,207.80) for roadway damages in connection with the REX pipeline construction project, based upon the recommendation of Fred Bennett, County Engineer.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered this 31st day of August, 2011 by and between the BOARD OF COMMISSIONERS OF BELMONT COUNTY, OHIO ("County") and ROCKIES EXPRESS PIPELINE LLC, a Delaware limited liability company ("REX").

RECITALS:

WHEREAS, the County and Rex executed various Permits and extensions thereof and other associated agreements for pipeline construction on, over and across Belmont County Roads (all hereinafter referred to as "Permits") and;

WHEREAS, REX has completed its pipeline construction activities in Belmont County, Ohio and;

WHEREAS, the County and Rex hereby agree to settle all matters relating to roadway damage repairs and costs arising under the terms of the Permit(s) or otherwise.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the County and REX agree as follows:

1. REX shall pay to the County the total sum of Twenty Five Thousand Two Hundred Seven and 80/100 Dollars (\$25,207.80).
2. The County, along with its agents, representatives, successors and assigns, hereby release and forever discharge REX and its respective officers, directors, members, employees, agents, representatives, contractors, predecessors, successors and assigns, of and from any and all actions, claims, demands, lawsuits, liabilities, costs and expenses of any kind or nature whatsoever arising from or relating to the Permits or roadway or roadway-related damages, repairs and costs arising out of or in connection with the REX pipeline construction and restoration project or otherwise, including without limitation any alleged damages to those certain public roads or road right-of-ways that are under the administration or jurisdiction of, and/or maintained by County.
3. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the representatives, successors and assigns of the County and REX.
4. This Release Agreement shall be governed by and construed and enforced pursuant to the laws of the State of Ohio.
5. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. This Agreement contains the entire agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral. Each of the parties acknowledge that no other party nor any agent or attorney or any other party has made any promise, representation or warranty, express or implied, not contained in this Agreement to induce the party to execute this Agreement and acknowledges that the party is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.
7. Each of the individuals signing this Agreement represents and warrants that he or she is duly and fully authorized to execute this Agreement on behalf of and to legally bind the party who the individual purports to represent.
8. This Agreement may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument.
9. A facsimile signature on this Agreement is as valid as an original signature.

APPROVED: Fred F. Bennett /s/
Fred F. Bennett, P.E., P.S.
County Engineer

Executed this 31st day of August, 2011

COUNTY OF BELMONT, OHIO.

By: <u>Matt Coffland /s/</u>	
Name: <u>Matt Coffland</u>	County Commissioner
By: <u>Ginny Favede /s/</u>	
Name: <u>Ginny Favede</u>	County Commissioner
By: <u>Charles R. Probst, Jr. /s/</u>	
Name: <u>Charles R. Probst, Jr.</u>	County Commissioner

Executed this 31st day of August, 2011

ROCKIES EXPRESS PIPELINE LLC

By: _____
Name: _____
Its: _____

Executed this _____ day of _____, 2011

Reviewed: _____ (initials)

Approved as to form:
David K. Liberati /s/ Assistant
Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE SIGNING AND SUBMITTAL OF A FY 2011 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WATER AND SANITARY SEWER APPLICATION FOR THE NEFFS SANITARY SEWER PROJECT

Motion made by Commissioner Coffland, seconded by Commissioner Probst to adopt the following:

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners met in regular session this day to discuss the CDBG application which requests funding for Neffs Sanitary Sewer Project in conjunction with the Ohio Small Cities Block Grant Program; and, WHEREAS, the project is necessary to provide residents with an adequate means of wastewater disposal; THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby authorize and direct Commission President, Matt Coffland, to sign and submit the FY 2011 Small Cities Community Development Block Grant Application requesting \$600,000 to the Ohio Department of Development, Office of Housing and Community Partnerships for approval.

Upon roll call the foregoing was unanimously adopted this 31st day of August, 2011.

Matt Coffland /s/ Charles R. Probst, Jr., /s/ Ginny Favede /s/
Matt Coffland, President Charles R. Probst, Jr., VP Ginny Favede

IN THE MATTER OF APPROVING PAYMENT OF PAY APPLICATION FROM H.E. NEUMANN CO./COURTHOUSE ANNEX III PROJECT

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the payment of Pay Application #11223-8 from H.E. Neumann Company in the amount of \$12,863.25 for the Belmont County Courthouse Annex III project, based upon the recommendation of Larry Siebieda, Architect.

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst Yes
Mrs. Favede Yes

IN THE MATTER OF ACCEPTING PROPOSALS FROM KALKREUTH ROOFING AND SHEET METAL FOR ROOF RESTORATION/BUILDINGS AND GROUNDS

Motion made by Mr. Coffland, seconded by Mr. Probst to accept the following proposals from Kalkreuth Roofing and Sheet Metal for roof restoration as a result of August 4, 2010 windstorm damages based upon the recommendation of Jack Regis, Belmont County Facilities Manager:

LOCATION:	Project Cost
Adult Probation Building	\$18,250.00
Public Defenders Office (former Port Authority Building)	\$12,500.00

August 31, 2011

Jack Regis
C/o St. Clairsville Commissioners Office
101 West Main Street
St. Clairsville, OH 43950
RE: Roof Restoration-Adult Probation Center

Dear Mr. Jack Regis:

We propose to furnish all necessary labor, materials, equipment, and insurance to complete the following scope of work on the above referenced project.

1. Remove existing roofing down to the wood sheeting.
2. Inspect sheeting for damage, re-nailing as needed.
3. Notify owner of any deficiencies in the substrate.
4. Install ice and water leak barrier at all eave and valley locations.
5. Install 30# roof deck protection on all remaining areas.
6. Provide and install new drip edge per manufacturer's specifications.
7. Install new manufacturers pre-cut starter strip shingles.
8. Install prefabricated flanges at all vent stacks.
9. Provide and install new dimensional 30 year shingles.
10. Provide a manufacturer's lifetime warranty at the completion of the project.
11. Provide and install new ridge vent.
12. Install new distinctive hip and ridge cap shingles.
13. Fabricate and install new fascia wrap under the soffit against the brick wall.
14. Install new vinyl soffit under all overhangs.
15. Fabricate and install new metal flashings at the chimney and wall locations.
16. Provide and install a new Alcoa gutter and downspout system.
17. Organize and clean-up project at the completion of each day.
18. All work will be completed within strict accordance to the manufacturers' specifications.
19. All debris will be removed from site and hauled to an approved landfill at the completion of the project.

The cost of this project will be Eighteen Thousand Two Hundred Fifty Dollars.

Net Cost \$18,250.00

Wood decking replacement is not included in this estimate and will be replaced on a time and material basis with written consent from owner.

Our invoices are due net 30 days from the invoice date. Invoices past 30 days will be charged an interest rate of 1.5% or an annual rate of 18%.

We trust this proves satisfactory and that we may be of service to you.

This estimate is valid for 30 days.

Sincerely,

Jeff Piazza/K.L. /s/

Jeff Piazza

Project Manager
Special Projects Division
JP/kl

Accepted _____

Date _____

Master Card & Visa Accepted

August 31, 2011

Jack Regis
C/o St. Clairsville Commissioners Office
101 West Main Street
St. Clairsville, OH 43950

RE: Roof Restoration-Port Authority-Revision-Public Defender

Dear Mr. Jack Regis:

We propose to furnish all necessary labor, materials, equipment, and insurance to complete the following scope of work on the above referenced project.

1. Remove existing roofing down to the wood sheeting.
2. Inspect sheeting for damage, re-nailing as needed.
3. Notify owner of any deficiencies in the substrate.
4. Install 30# roof deck protection over the entire roof area.
5. Provide and install new drip edge per manufacturer's specifications.
6. Install new manufacturers pre-cut starter strip shingles.
7. Install prefabricated flanges at all vent stacks.
8. Provide and install new dimensional 30 year shingles.
9. Provide a manufacturer's lifetime warranty at the completion of the project.
10. Provide and install new ridge vent.
11. Install new distinctive hip and ridge cap shingles.
12. Fabricate and install new metal flashings at the wall location.
13. Organize and clean-up project at the completion of each day.
14. All work will be completed within strict accordance to the manufacturers' specifications.
15. All debris will be removed from site and hauled to an approved landfill at the completion of the project.

The cost of this project will be Twelve Thousand Five Hundred Dollars.

Net Cost \$12,500.00

Wood decking replacement is not included in this estimate and will be replaced on a time and material basis with written consent from owner.

Our invoices are due net 30 days from the invoice date. Invoices past 30 days will be charged an interest rate of 1.5% or an annual rate of 18%.

We trust this proves satisfactory and that we may be of service to you.

This estimate is valid for 30 days.

Sincerely,

Jeff Piazza/K.L. /s/

Jeff Piazza

Project Manager

Special Projects Division

JP/kl

Accepted _____

Date _____

Master Card & Visa Accepted

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM – Pease Township Trustee Mike Bianconi thanked the board for getting some creeks cleaned out. He stated he totally supports the 911 system and their employees. He voiced his opposition to putting any money into the old county jail and he is against the 911 tax levy.

IN THE MATTER OF BID OPENING FOR THE CDBG MEAD TOWNSHIP RESURFACING PROJECT

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the CDBG Mead Township Resurfacing Project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Lash Paving, Inc. PO Box 296 Colerain, OH 43916	X	\$ 58,711.50
Shelly & Sands, Inc. PO Box 66 Rayland, OH 43943	X	\$ 55,230.50

Present for the bid opening were A.C. Wiethe of Belomar, Eric Ayres of The Times-Leader, and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the CDBG Mead Township Resurfacing Project to A.C. Wiethe, Assistant Director of Management Services for Belomar Regional Council, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF BID OPENING FOR THE CDBG WHEELING TOWNSHIP RESURFACING PROJECT

This being the day and 10:40 a.m. being the hour that bids were to be on file in the Commissioners' Office for the CDBG Mead Township Resurfacing Project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Lash Paving, Inc. PO Box 296 Colerain, OH 43916	X	\$ 29,200.50
Shelly & Sands, Inc. PO Box 66 Rayland, OH 43943	X	\$ 33,149.00

Present for the bid opening were A.C. Wiethe of Belomar, Ed Leonard of Shelly & Sands, Eric Ayres of The Times-Leader, and Al Molnar of The Intelligencer.

Motion to turn over all bids received for the CDBG Wheeling Township Resurfacing Project to A.C. Wiethe, Assistant Director of Management Services for Belomar Regional Council, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

DISCUSSION HELD – RE: BELMONT CO. AGRICULTURAL SOCIETY’S STRATEGIC PLAN

Mrs. Favede announced she would like to acknowledge that as of this morning our office is in receipt of the draft of the Belmont County Agricultural Society’s Strategic Plan which was conducted by OUE students with the assistance of Dr. Richard Greenlee, who is the President of OUE. She said in 2009, Ohio University was asked to do a strategic plan for the fair that would help them create some short and long term goals and some ability to plan for their future. Mrs. Favede noted that document is not completed to the extent that Dr. Greenlee would like it, but it is an excellent document from what she has seen. It has vision and mission statements and they completed an updated SWOT (Strengths, Weaknesses, Opportunities & Threats) Analysis. The students completed a marketing analysis with interesting ideas to promote the fairgrounds. This document will be utilized many times in the future and will be useful in writing a particular grant. Mrs. Favede wanted to acknowledge the work of OUE and noted it was also done at no cost.

BREAK

IN THE MATTER OF ADOPTING A RESOLUTION TO ENTER INTO SENIOR CENTER LEASE AGREEMENTS FOR THE BELMONT COUNTY SENIOR CENTERS

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the following:

RESOLUTION

Whereas, the Belmont County Commissioners (“Commissioners”) have previously agreed with Belmont Senior Services, Inc. (“BSS”) that the Commissioners and BSS will cooperate in the transition of various senior services to the Belmont County Department of Job and Family Services (“BCDJFS”); and

Whereas, the Commissioners would like to complete the transition of services at the various Belmont County senior centers as soon as reasonably possible;

Therefore, the Commissioners agree to the attached Agreement with respect to each of the following Belmont County Senior Centers (each being referred to, respectively, as the “Senior Center”):

1. Barnesville Senior Center, 229 East Main Street, Barnesville, Ohio 43713
2. Bellaire Senior Center, 3396 Belmont Street, Bellaire, Ohio 43906
3. Bethesda Senior Center, 118 South Main Street, Bethesda, Ohio 43719
4. Centerville Senior Center, 46642 Main Street Centerville, Jacobsburg, Ohio 43933
5. Colerain Senior Center, St. Francis Cabrini Social Hall, State Route 250, Colerain, Ohio 43916
6. Flushing Senior Center, 201 High Street, Flushing, Ohio 43977
6. Glencoe Senior Center, Third Street, P.O. Box 91, Glencoe, Ohio 43928
7. Powhatan Senior Center, 97 Main Street, Powhatan Point, Ohio 43942

The Commissioners will enter into the Agreement with respect to a Senior Center provided that the Senior Center’s Owner (or contracting agent on behalf of the Owner) and BSS also enter into the attached Agreement for that Senior Center. The parties may correct the current name or address of an above-listed Senior Center where necessary to carry out the purposes of this Resolution. Where appropriate the County will make accommodations on past and pending renovations.

The Commissioners will also enter into the same Agreement with respect to the Martin’s Ferry Senior Center, 14 North Fifth St, Martins Ferry, Ohio 43935, but only through December 31, 2011 (and month to month thereafter, if necessary) in consideration of the pending relocation of that Senior Center.

Upon roll call the vote was as follows:

Mrs. Favede, Yes; Mr. Coffland, Yes; Mr. Probst, Yes

Commissioner Favede left for an appointment at 11:50 a.m.

RECONVENED AT 11:55 A.M.

IN THE MATTER OF APPROVING ALLOCATION OF ADDITIONAL FUNDS TO BELMONT SENIOR SERVICES, INC.

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the allocation of additional funds to Belmont Senior Services, Inc. under Section 5(C) of the existing agreement between Belmont County Commissioners and Belmont Senior Services for the purpose of unanticipated closeout operating expenditures which will be treated as an increase of the operating budget under Section 5(A)

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Absent

August 31, 2011

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:57 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 11:57 a.m.
Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Read, approved and signed this 7th day of September, 2011.

_____ COUNTY COMMISSIONERS

We, Matt Coffland and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ CLERK